

AGREEMENT FOR THE PROVISION OF SERVICES

THIS AGREEMENT is made on 26-May-2020

BETWEEN **VICTORIA UNIVERSITY** a body politic and corporate pursuant to the
(VU) *Victoria University Act 2010* of Ballarat Road, Footscray, Victoria
ABN 83 776 954 731

AND
(Organisation) VELS INSTITUTE OF SCIENCE, TECHNOLOGY & ADVANCED STUDIES (VISTAS)
Velan Nagar, P.V. Vaithiyalingam Road, Pallavaram, Chennai - 600 117, Tamilnadu,
India

BACKGROUND:

- A. SAP is enterprise software to manage business operations and customer relations
- B. The Organisation provides SAP training.
- C. The Organisation requires the provision of the services described in item 1 of Schedule A (**Services**).
- D. VU has agreed to provide the Services in accordance with the terms of this agreement.

AGREED:

1. SERVICES

- 1.1 VU will provide the Services in the manner specified in this agreement, with due care, skill and judgment, during the Term set out in item 5 of Schedule A.

2. CONTRACT MANAGERS

- 2.1 Each party appoints the person listed as Contract Manager in item 4 of Schedule A as its authorised representative in respect of this agreement. The Contract Managers will manage and administer this agreement on behalf of the party he or she is representing and has the authority to give and receive notices.

3. FEES

- 3.1 The Organisation will pay VU the fees specified in item 2 of Schedule A (**Fees**) (plus any applicable GST) in return for VU providing the Services.
- 3.2 The Organisation is responsible for, and must pay, all taxes, duties and other government charges imposed or levied in connection with the Services or this agreement. The Organisation indemnifies VU from and against all such taxes, duties and other government charges.

4. ORGANISATION'S RESPONSIBILITIES

4.1 The Organisation agrees that:

- (a) it is responsible for the hard- and software of the frontend;
- (b) it must bear any Internet connection fees.
- (c) it must not modify the SAP software;
- (d) it will comply with the SAP software terms of use;
- (e) the SAP University Competence Center (**UCC**) does not take any responsibility for the functional reliability of the Organisation's own developments in the context of lectures and research projects;
- (f) it must ensure that sufficient Internet bandwidth is available;
- (g) VU must be informed about incident and problem reports in a comprehensible and precise manner;
- (h) it is responsible for the management of user accounts and installation of the SAP GUI;
- (i) in the event that the Organisation requires installation of SAP products, it must follow instructions from the UCC;
- (j) it must inform VU about scheduled lecture dates and times, so that VU can provide this information to the UCC on request;
- (k) resource-intensive activities (for example larger batch runs) will require timely coordination with the UCC.

5. CONFIDENTIAL INFORMATION AND PRIVACY

- 5.1 In the context of this agreement, the contracting parties mutually agree to treat their knowledge about confidential information and operational secrets of the other with utmost discretion. This non-disclosure obligation is not time-limited and also includes information not clearly marked as confidential, timely unlimited confidential, as long as the information is not obviously or generally accessible by the public.
- 5.2 The contracting parties shall act in order to ensure that all employees and auxiliary persons involved in the execution of this contract maintain the confidentiality described above.
- 5.3 Notwithstanding any other clause of the agreement, if VU becomes aware that the provision of the Services conflicts with any intellectual property rights, then VU will inform the UCC.
- 5.4 The parties are obligated to immediately inform one another of all claims by third parties with respect to infringements of intellectual property rights in relation to the SAP software.
- 5.5 In addition to its own use of the Organisation's registration data (meaning the Organisation's full name, postal and email address, telephone and fax numbers, name of institution, name of department, and professional specialization (the Organisation's "Personal Data")), VU will also

forward the Organisation's Personal Data to SAP SE, Dietmar-Hopp-Allee 16, 69190 Walldorf, Germany ("SAP"). SAP will only use the Organisation's Personal Data for the following purposes in connection with its SAP University Alliances Program:

- preparation of and invitation to events, including but not limited to train-the-trainers, conferences, and similar global, regional and local events,
- preparation of and information about learning materials, SAP certification opportunities, curricula, tours or programs,
- verification of individual's affiliation with a SAP University Alliances Program member institution,
- contact for support, surveys, feedback requests, contract matters and customer service for the SAP University Alliances Program,
- combination with data about used clients, systems, class details, number and type of lecture participants, lecture details, used solutions, used data sets, date and time of use, in connection with the SAP University Alliances Program by you and/or your institution for analysis and/or optimization of utilization of educational material and licenses.

SAP will process the Organisation's Personal Data inside the European Union but also outside of the European Union in countries which do not feature the same level of data protection as member states of the European Union.

In case you require information about the Organisation's Personal Data or want to correct or delete the Organisation's Personal Data or if you want to revoke the consent granted hereunder, please contact uasupport@sap.com.

6. LIABILITY

- 6.1 VU's liability to the Organisation in relation to any matter connected to this agreement is limited to an amount equivalent to the Fee.

7. TERMINATION

- 7.1 This agreement will terminate once the Services have been completed.
- 7.2 VU may terminate this agreement for its convenience on 30 days' written notice to the Organisation.
- 7.3 Either party may terminate this agreement immediately by written notice if:
- (a) the other party breaches any term of this agreement and fails to remedy such breach within 14 days of notice requiring such breach to be remedied; or
 - (b) the other party becomes the subject of bankruptcy, liquidation or winding up procedures, is placed under any form of external administration or otherwise becomes or threatens to become insolvent.
- 7.4 If this agreement is terminated, the Organisation will pay VU any Fees for Services provided before the date of termination.
- 7.5 If Victoria University terminate the contract, the Organisation will be refunded in pro rata basis.

8. DISPUTES

- 8.1 A party claiming that a dispute has arisen must notify the other party in writing giving details of the dispute. Each party must use all reasonable endeavours to resolve the

dispute without commencing legal proceedings, including, without limitation, meeting with the other party within 7 days of receiving a dispute notice.

9. PARTIES' STATUS

- 9.1 This agreement will not create between the parties any agency, employment relationship or partnership of any kind whatsoever. VU is an independent contractor and will not be considered to be an agent or employee of the Organisation by virtue of this agreement.

10. NOTICES

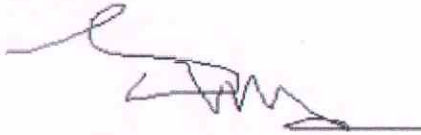
- 10.1 All notices required to be given under this agreement will be in writing sent to the address of the party as set out in item 4 of Schedule A. Any notice may be delivered by email or post.

11. GENERAL

- 11.1 This agreement may only be varied by written agreement signed by the parties.
- 11.2 This agreement will be governed by the laws of Victoria and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of that State.
- 11.3 A waiver of one breach of a term of this agreement does not operate as a waiver of another breach of the same term or any other term.

EXECUTED AS AN AGREEMENT

SIGNED for and on behalf of
VICTORIA UNIVERSITY in the
presence of:



Witness Signature

Shahid Abbasi
Witness Name

26-May-2020

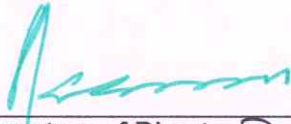
Date



Signature

Scott Bingley (ACC Director)
Name and position

Signed for and on behalf of by: **VELS INSTITUTE OF SCIENCE, TECHNOLOGY &
ADVANCED STUDIES (VISTAS)**



Signature of Director/Registrar

Signature of Director/Secretary

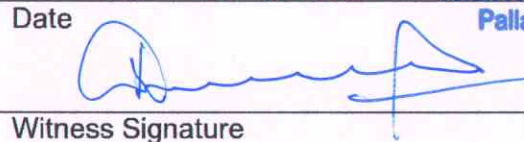
P. Saravanan
Name of Director

Dr. P. SARAVANAN

Name of Director/Secretary

**Vels Institute of Science, Technology and
Advanced Studies (VISTAS)
Velan Nagar, P.V. Vaithiyalingam Road,
Pallavaram, Chennai - 600 117.**

15.07.2020
Date



Witness Signature

Dr. M. Chandrasekaran
Witness Name

SCHEDULE A

1.	SERVICES	<p>In respect of SAP software, VU will provide the organisation with:</p> <ul style="list-style-type: none"> • Allocation of curricula and program related information • Software support assistance, being <ul style="list-style-type: none"> ○ Email support with a response time of up to 5 Melbourne business days depending on the urgency of the request ○ Telephone support on one working day per week (day to be nominated by VU) • Training materials for the organisation's lecturers (which may be delivered online or in person, at VU's election). 														
2.	FEES	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Package/Product</th> <th style="text-align: right;">Australian Dollars (AUD) Price</th> </tr> </thead> <tbody> <tr> <td>Introduction Package</td> <td style="text-align: right;">\$ 5,000.00</td> </tr> <tr> <td>1 GBI on S/4 HANA</td> <td style="text-align: right;">Included</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$ 5,000.00</td> </tr> </tbody> </table> <p>Please refer to clause 3.2 for pricing details.</p>	Package/Product	Australian Dollars (AUD) Price	Introduction Package	\$ 5,000.00	1 GBI on S/4 HANA	Included							Total:	\$ 5,000.00
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3.	PAYMENT AND INVOICING	<p>The Organisation will pay the Fee within 45 days from the date it receives an invoice. Interest will accrue at 6% per annum (compounding weekly) on any invoiced amounts that the Organisation has not paid by the due date.</p>														
4.	CONTRACT MANAGERS	<p>Address for Notices: Victoria University Contract Manager: Scott Bingley Position: ACC Director Address: Victoria University Business School PO Box 14428 Melbourne Victoria, Australia 8001</p> <p>Address for Notices VELS INSTITUTE OF SCIENCE, TECHNOLOGY & Contract Manager: Prof. Dhanasekaran Address: Velan Nagar, P.V. Vaithiyalingam Road, Pallavaram, Chennai - 600 117, Tamilnadu, India</p>														
5.	TERM	<p>Start Date: 01 July 2020 Expiry Date: 30 June 2021</p>														